

Form: 15CB  
Release: 3-2

**CHANGE OF BY-LAWS**  
New South Wales  
Strata Schemes Management Act 1996  
Real Property Act 1900

Leave this space clear. Affix additional pages to the top left-hand corner.

**PRIVACY NOTE:** Section 31B of the Real Property Act 1900 (RP Act) authorises the Registrar General to collect the information required by this form for the establishment and maintenance of the Real Property Act Register. Section 96B RP Act requires that the Register is made available to any person for search upon payment of a fee, if any.

(A) TORRENS TITLE	For the common property CP/SP87506	
(B) LODGED BY	Document Collection Box	Name, Address or DX, Telephone, and Customer Account Number if any Pancific Legal DX 11540 Sydney Downtown Tel: 02 9267 0477 Fax: 02 9267 0847 Reference: 5675/15/ZL
		CODE <b>CB</b>

- (C) The Owners-Strata Plan No. 87506 certify that pursuant to a resolution passed on 17 December 2015 and  
(D) in accordance with the provisions of Section 47 of the Strata Schemes Management Act 1986  
the by-laws are changed as follows—  
(E) Repealed by-law No. NOT APPLICABLE  
Added by-law No. Special By-Laws 2  
Amended by-law No. NOT APPLICABLE  
as fully set out below:

See Annexure "A" enclosed.



- (F) The common seal of the Owners-Strata Plan No. 87506 was affixed on 19<sup>th</sup> August 2016 in the presence of—

Signature(s): 

Name(s): MIMI DINH

being the person(s) authorised by section 238 of the Strata Schemes Management Act 1996 to attest the affixing of the seal.

**Annexure "A" to Change of By-Laws  
(Special By-Laws No. 2 of Strata Plan 87506)**



**1. DEFINITIONS**

1.1 In this Special By-Laws No. 2, the terms are defined as follows:

**"Act"** means the Strata Schemes Management Act 1996.

**"Building"** means the building situated within the parcel at 42 Shoreline Drive, Rhodes, NSW 2138

**"Garden"** means any area of the Lot which been established as a garden and/or lawn which includes tree, shrub, plant or flower, vegetation, hedges and the like, including but not limited to areas in the balconies and terraces.

**"Renovation Works"** means any restoration, redesign, renewal, alterations, additions, modifications to internal design including individual or multiple renovation of kitchens, bathrooms, laundry, walls, ceilings, floors, tiling, doors, cupboards and fittings, electrical and/or plumbing equipment, installation of internal partitions, maintenance, extension, restoration and similar works, but shall not include minor works such as repairs to doors, glass and other items incidental thereto or in consequence thereof, repairs of non-structural cracks of a unit.

**"Vehicle"** means any motorised vehicle or device for the carriage of persons or things and includes a trailer.

**"Visitor"** means a bona fide guest or invitee of an Owner or Occupier of residential lots. Persons residing in the Building for a period in excess of twenty four (24) hours are deemed to be residents and not visitors.

**"Visitor Car Park"** means any parking space that is designated for visitors only and not comprising part of any other Lots.

1.2 In this Special By-Laws No. 2, unless the context otherwise requires:

- (a) the singular includes plural and vice versa;
- (b) any gender includes the other genders;
- (c) any terms in the By-Laws will have the same meaning as those defined in the Act;
- (d) references to legislation include references to amending and replacing legislation;  
and
- (e) reference to the Owner in this By-Laws includes any of the Owner's executors, administrators, successors, permitted assigns or transferees.



**2. VISITOR CAR PARK**

- 2.1 An owner or occupier of residential lots:
- 2.1.1 must not at any time park or stand vehicle in the Visitor Car Park or in any common area that is not designated as a parking space;
  - 2.1.2 may permit or allow a visitor to park in the Visitor Car Park subject to the following conditions:
    - 2.1.2.1 A visitor may park in the Visitor Car Park for an overall period of up to six (6) hours between the daylight hours of 6.00 am to 6.00 pm;
    - 2.1.2.2 A visitor may not park in the Visitor Car Park for consecutive nights, or for any other extended period of time, without written approval from the Building Manager and/or Owners Corporation.
- 2.2 The visitor car park is for the use of visitors of an owner or occupier of Residential Lots only and is not to be used by visitors of Commercial Lots.
- 2.3 In contravention of clause 2 herein, the Owners Corporation, for the purpose of the control, management and use Visitor Parking Area and/or the Common Property, may:
- 2.2.1 Place a notice on the windscreen of the vehicle;
  - 2.2.2 Install barriers and restraint as are reasonably necessary to regulate the standing of vehicle in the Visitor Car Park and/or the Common Property;
  - 2.2.3 Take such actions consistent with this By-Laws as are lawful, reasonable and necessary in order to regulate or restrict the parking of vehicle in the Visitor Car Park and/or the Common Property and claim all necessary costs from the offender of this By-Laws.

**3. MAINTENANCE OF THE GARDEN**

- 3.1 An owner or occupier of a lot has a duty to maintain the garden in a neat and tidy manner, in good repair and condition and to a standard at least equivalent to the standard that the garden areas located on the Common Property are maintained from time to time.
- 3.2 The owner of the Lot is responsible for the costs associated with the maintenance, cleaning and repair of the garden.

3.3 In the event that an owner or occupier fails to adequately maintain the Garden, the Owners Corporation may undertake such maintenance and recover the costs of doing so from the respective owner in accordance with clause 29 of the By-laws.

**4. RENOVATION WORKS**

4.1 An owner must not cause, carry out or commence Renovation Works to the Lot unless the works, plans and specifications and/or any other relevant documentation relating to the Renovation Works have been approved by both the Owners Corporation and the local Council.

4.2 An owner wanting to obtain the approval from the Owners Corporation for Renovation Works must:

4.2.1 Submit an Application for Renovation Works by using the prescribed form, labelled "Application for Renovations", which can be obtained from the website and/or the Building Manager;

4.2.2 Ensure that the Application Form include a sufficiently detailed nature of the Renovation Works to be carried out, the duration of the Renovation Works, the particulars of the licensed architect(s), engineer(s) and/or contractor(s) involved, the proposed work schedule in a prescribed format and all relevant plans and/or drawings relating to the works signed by a licensed architect and/or engineer, as well as approval (if any) from the relevant authorities;

4.2.3 Effect and maintain home warranty insurance (if required) and/or any other risk insurance and provide a Certificate of Currency for each policy to the Owners Corporation; and

4.2.4 Provide to the Owners Corporation a certificate from a duly qualified structural engineer addressed to the Owners Corporation, certifying that the Renovation Works will not adversely affect the structural integrity of the Building, any part of it and/or the Common Property, if required by the Owners Corporation.

4.3 The Owners Corporation will exercise its own discretion in relation to determination of the application and may require the Owner to enter into a Deed with the Owners Corporation in relation to the Renovation Works.



- 4.4 Upon written approval from the Owners Corporation, the lot owner:
- 4.4.1 Must comply with the Azure Renovation Policy;
  - 4.4.2 Shall ensure that the Renovation Works will not in any way affect the structure of the building and/or the common property;
  - 4.4.3 Shall ensure that no deviation of works is permitted without the written consent of the Owners Corporation;
  - 4.4.4 Must effect and maintain home warranty insurance (if required) and provide a Certificate of Currency for each policy to the Owners Corporation
  - 4.4.5 Shall be fully responsible for any damage to the lot caused as a result of substandard workmanship and/or the use of inferior material and any damage caused to the Common Property as a result of the Renovation Works; and
  - 4.4.6 The lot owner shall be fully liable to rectify any damage caused to the Common Property to the satisfaction of the Owners Corporation within seven (7) days from the notice served by the Owners Corporation, failing which the Owners Corporation reserves the right to make good on the damage and claim any rectification costs from the lot owner.
- 4.5 In the event of a dispute, the Owners Corporation's decision as to whether the works fall within the definition of "Renovation Works" herein shall be final and binding.

The common seal of the Owners-Strata Plan No. 87506 was affixed on 19<sup>th</sup> day of August 2016 in the presence of:



Witness's signature

Name: ANTHONY MIRENDA

Address: P.O. BOX 306 PYRMONT 2009

